

Interlocal Agreement
Public Defender

THIS AGREEMENT is made and entered into this 14th day of September, 1981, by and between the County of Lancaster, Nebraska, hereinafter called "County", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City," for the purpose of providing City funding for the services of the County Public Defender.

WHEREAS, Chapter 23, Article XXII R.R.S. 1943, permits units of local government in the State of Nebraska to cooperate with one another for the purpose of jointly exercising government authority and responsibilities which they share in common; and

WHEREAS, the County maintains and funds the Office of the Public Defender for Lancaster County as required by Neb. Rev. Stat. § 29-1804 et. seq. for the purpose of providing indigent offenders with court appointed counsel; and

WHEREAS, the Lincoln Municipal Court from time to time is required to appoint counsel for indigent offenders charged with offenses arising under City ordinance; and

WHEREAS, the City is agreeable to providing funding in return for representation of said indigent offenders by the Office of the Public Defender for Lancaster County when appointed by the court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the City and County agree as follows:

1. Indigent defendants; representation by Public Defender. The Office of the Public Defender for Lancaster County shall provide legal representation to indigent defendants charged with offenses arising under City ordinance when appointed by the Lincoln Municipal Court at any stage of the proceedings.

2. Payment. For consideration of the services provided in paragraph I above, the City agrees to reimburse the County for the cost of one Deputy Public Defender assigned to Municipal Court. Such cost shall include salary and fringe benefits, including FICA and pension contributions, if any. Such costs shall be submitted by the Public Defender through the County Attorney to the City Attorney and approved on an annual basis prior to June 1. After approval of the financial statement, the Lancaster County Public Defender will transmit to the Finance Director of the City the amount to be paid by the City not later than July 1. Payment shall be made to the Lancaster County Treasurer on September 1 of each year.

3. This contract shall be in full force and effect from July 1, 1981 and shall remain in full force and effect from year to year until terminated by one party giving to the other not less than thirty (30) days written notice of termination prior to July 1, the close of the fiscal year of the County.

IN WITNESS WHEREOF, each of the parties hereto have caused this contract to be executed and delivered by their respective duly authorized officers as of the dates indicated below. (City Resolution No. A-W78, adopted May 27, 1980: County Board approval, September 8, 1981).